

CALTRANS
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of SEP 29 1999,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation
(hereinafter the "Railroad" or "Licensor"); and **STATE OF CALIFORNIA, DEPARTMENT**
OF TRANSPORTATION (hereinafter the "Licensee" or "Caltrans").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS
FOLLOWS:

ARTICLE 1 - DEFINITION OF LICENSEE

For purposes of this agreement, all references in this agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED: PURPOSE

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property located at or near Milepost A 36.4 on the Martinez Subdivision, for the purpose of performing work relating to the grading and paving for the toll plaza for the new Benicia/Martinez Toll Bridge (the "Work"). The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein, or designated by the Railroad representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A AND A-1

The terms and conditions contained in **Exhibit A** and **Exhibit A-1**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY LICENSEE: RAILROAD REPRESENTATIVE

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to Railroad's Manager of Track Maintenance or his authorized representative (hereinafter the "Railroad Representative"):

Carmen Ridenour
Interim Manager of Track Maintenance
33 Bridgehead Road
Martinez, CA 94553
(925) 891-7862

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ARTICLE 5 - TERM: TERMINATION

a.) The grant of right herein made to Licensee shall commence on the date of this agreement, and continue until December 31, 2006, unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

b.) Railroad may terminate this agreement if it reasonably determines in good faith that Licensee has failed to comply with any of the material items and conditions of this agreement and has not cured such failure within ten (10) days after receiving notice (oral or written) from Railroad describing such failure in reasonable detail.

ARTICLE 6 - CERTIFICATE OF INSURANCE

a.) Caltrans is self-insured. Caltrans shall provide the Railroad defense and indemnification at least equal to the defense and indemnification to which the Railroad would be entitled as an additional insured had Caltrans purchased General Liability Insurance and Automobile Liability Insurance each in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence or claim and an aggregate limit of at least FOUR MILLION DOLLARS (\$4,000,000) for Bodily Injury and Property Damage. Nothing herein shall be deemed to insure Railroad against its sole negligence or willful misconduct.

b.) In the event any of the Work to be done upon the property of the Railroad is to be done by a contractor or subcontractor of Caltrans, said contractor or subcontractor may have the benefit of the license herein granted, while performing work for Caltrans, provided they agree to be subject to and bound by the terms and conditions of this agreement by: (1) executing an endorsement to this agreement in the form set forth in Contractor's Endorsement, attached hereto, (2) providing to Railroad a binder of insurance for the Railroad Protective Liability Insurance described in paragraph (d) of Exhibit A-1, hereto attached, and the original policy, or a certified duplicate original policy when available, and (3) providing Railroad a Certificate of Insurance issued by its insurance carrier providing the other insurance coverage required pursuant to Exhibit A-1 of this agreement, in a policy or policies which contains the following type of endorsement:

Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Contractor, performance of any work on the property of the Railroad.

c.) All insurance correspondence, binders or originals shall be directed to:

James H. Smith
Manager of Industry & Public Projects
Union Pacific Railroad Company
10031 Foothills
Roseville, CA 95678

ARTICLE 7 - CHOICE OF FORUM

This agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this agreement may be instituted and maintained in the courts of the State of California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

ARTICLE 8 - REMOVAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE

At the request of the Railroad, Licensee shall remove from Railroad property any contractor, subcontractor, officer, agent and/or employee of Licensee who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Licensee shall be suspended until such removal has occurred. Licensee shall indemnify Railroad against any claims arising from the removal of any such contractor, subcontractor, officer, agent and/or employee from Railroad property.

ARTICLE 9 - ADMINISTRATIVE FEE

a). Licensee shall pay to Railroad Five Hundred Dollars (\$500.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 10 - COMPENSATION

a). Licensee shall pay to Railroad the sum of Two Hundred Sixty Two Thousand Nine Hundred Eighty Four and 50/100 Dollars (\$262,484.50) as reimbursement for the Temporary Construction Easements for the required right of way for the project.

ARTICLE 10 - SPECIAL PROVISIONS

a). No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Licensee without the prior written permission of Railroad.

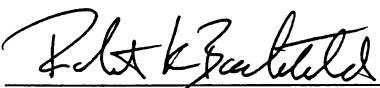
b). Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad Representative.


c). The parties agree that this agreement is not, and is not intended to be, a construction contract for purposes of Cal. Civ. Code § 2782(a). Accordingly, to the maximum extent permitted by law, the provisions of Cal. Civ. Code § 2782(a), as interpreted by the California courts in Southern Pacific Transportation Co. v. Sandyland Protective Association, 224 Cal. App. 3d 1494, 274 Cal. Rptr. 626 (1990), and in other past and future cases, shall not apply to this agreement.

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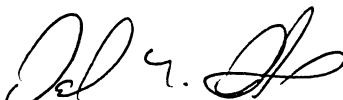
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate
as of the date first herein written.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: 
ROBERT K. BACHTOLD
Right of Way Agent

By: 
JOHN A. HIBEL
Title: District Office Chief
R/W Acquisition/LPA Services

UNION PACIFIC RAILROAD COMPANY

By: 
for SUSAN CHANG
Project Manager
Carquinez Replacement Bridge
Project

By: _____
Title: Chief Engineer

PARCEL 5 (54559-5)

A temporary access easement to expire on 12/31/2006, over, upon and across the following parcel:

Beginning for reference at the monument set and marked by the California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps of Engineers as their Harbor Line Monument No. 33, and shown on the map entitled "Harbor Lines for Carquinez Strait California", dated 31 August 1965; said monument bears N.31°19'50"E., 503.95 feet from the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM, thence N.81°55'37"W., 1041.00 feet to the TRUE POINT OF BEGINNING; thence S.86°53'55"E., 178.70 feet; thence N.86°46'18"E., 134.00 feet; thence S.80°02'52"E., 6.78 feet; thence S.40°01'00"W., 75.41 feet; thence N.79°58'49"W., 216.19 feet; thence S.76°49'07"W., 22.58 feet; thence S.10°06'06"W., 96.32 feet to the northerly line of PARCEL NO. 1, as described in the quitclaim deed from the Southern Pacific Railroad to the Hawaiian Sugar C., recorded on July 21, 1975 in Book 7570 at page 761, Contra Costa County Records; thence along said northerly line, N.81°06'13"W., 40.01 feet; thence leaving said northerly line, N.10°06'06"E., 119.07 feet to the TRUE POINT OF BEGINNING.

Containing 14,272 square feet, more or less:

PARCEL 6 (54559-6)

A temporary easement for construction purposes and incidents thereto to expire on 12/31/2006, over, upon and across the following parcel:

Beginning for reference at the monument set and marked by the California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps of Engineers as their Harbor Line Monument No. 33, and shown on the map entitled "Harbor Lines for Carquinez Strait California", dated 31 August 1965; said monument bears N.31°19'50"E., 503.95 feet from the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM, thence N.86°02'14"W., 87.25 feet to the TRUE POINT OF BEGINNING; thence S.79°58'49"E., 106.95 feet; thence S.10°01'10"W., 39.24 feet; thence N.79°58'49"W., 421.08 feet; thence N.09°48'37"E., 65.62 feet; thence N.80°11'23"W., 32.81 feet; thence S.09°48'37"W., 65.62 feet; thence N.79°58'49"W., 329.79 feet; thence N.40°01'00"E., 75.41 feet; thence S.80°02'52"E., 125.71 feet; thence N.02°03'11"W., 70.47 feet to the northerly line of the lands owned now or formerly by the Union Pacific Railroad; thence along said northerly line, S.88°03'28"E., 364.61 feet; S.00°59'47"W., 148.19 feet and S.82°15'43"E., 133.02 feet; thence leaving said northerly line, S.54°00'42"E., 12.14 feet to the TRUE POINT OF BEGINNING.

Containing 76,422 square feet, more or less:

PARCEL 7 (54559-7)

A temporary easement for construction purposes and incidents thereto to expire on 12/31/2006, over, upon and across the following parcel:

Beginning for reference at the monument set and marked by the California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps of Engineers as their Harbor Line Monument No. 33, and shown on the map entitled "Harbor Lines for Carquinez Strait California", dated 31 August 1965; said monument bears N.31°19'50"E., 503.95 feet from the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM, thence N.86°22'42"W., 1006.78 feet to the TRUE POINT OF BEGINNING; thence S.80°03'54"E., 439.37 feet; thence N.02°49'37"E., 13.10 feet; thence S.80°03'54"E., 129.26 feet; thence S.09°48'37"W., 19.69 feet; thence S.80°11'23"E., 32.81 feet; thence S.09°48'37"W., 23.96 feet to the northerly line of PARCEL NO. 1, as described in the quitclaim deed from the Southern Pacific Railroad to the Hawaiian Sugar C., recorded on July 21, 1975 in Book 7570 at page 761, Contra Costa County Records; thence along said northerly line, N.81°06'16"W., 600.13 feet; thence leaving said northerly line, N.10°06'06"E., 41.46 feet to the TRUE POINT OF BEGINNING.

Containing 23,056 square feet, more or less.

PARCEL 8 (54559-8)

A temporary easement for overhead utilities and incidents thereto to expire on 12/31/2006, over, upon and across the following parcel:

Beginning for reference at the monument set and marked by the California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps of Engineers as their Harbor Line Monument No. 33, and shown on the map entitled "Harbor Lines for Carquinez Strait California", dated 31 August 1965; said monument bears N.31°19'50"E., 503.95 feet from the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM, thence S.83°37'09"W., 417.64 feet to the TRUE POINT OF BEGINNING; thence N.09°48'37"E., 135.10 feet; thence N.80°11'23"W., 32.80 feet; thence S.09°48'37"W., 135.10 feet; thence S.80°11'23"E., 32.80 feet to the TRUE POINT OF BEGINNING.

Containing 4434 square feet, more or less.

PARCEL 9 (54559-9)

A temporary easement for construction purposes and incidents thereto to commence on 7/01/2003 and to expire on 12/31/2006, over, upon and across the following parcel:

Beginning for reference at the monument set and marked by the California and Hawaiian Sugar Corporation as No. 258 and since adopted by the United States Corps of Engineers as their Harbor Line Monument No. 33, and shown on the map entitled "Harbor Lines for Carquinez Strait California", dated 31 August 1965; said monument bears N.31°19'50"E., 503.95 feet from the corner common to Sections 31 and 32, T 3 N, R 3 W, and Sections 5 and 6, T 2 N, R 3 W, MDM, thence S.84°57'34"W., 371.74 feet to the TRUE POINT OF BEGINNING; thence N.06°46'58"E., 48.23 feet; thence S.79°58'49"E., 137.36 feet; thence S.00°59'47"W., 90.83 feet to the northerly line of PARCEL NO. 1, as described in the quitclaim deed from the Southern Pacific Railroad to the Hawaiian Sugar C., recorded on July 21, 1975 in Book 7570 at page 761. Contra Costa County Records; thence along said northerly line, N.81°06'16"W., 149.43 feet; thence leaving said northerly line, N.10°41'58"E., 44.48 feet to the TRUE POINT OF BEGINNING.

Containing 13,089 square feet, more or less.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000715 to obtain ground level distances.

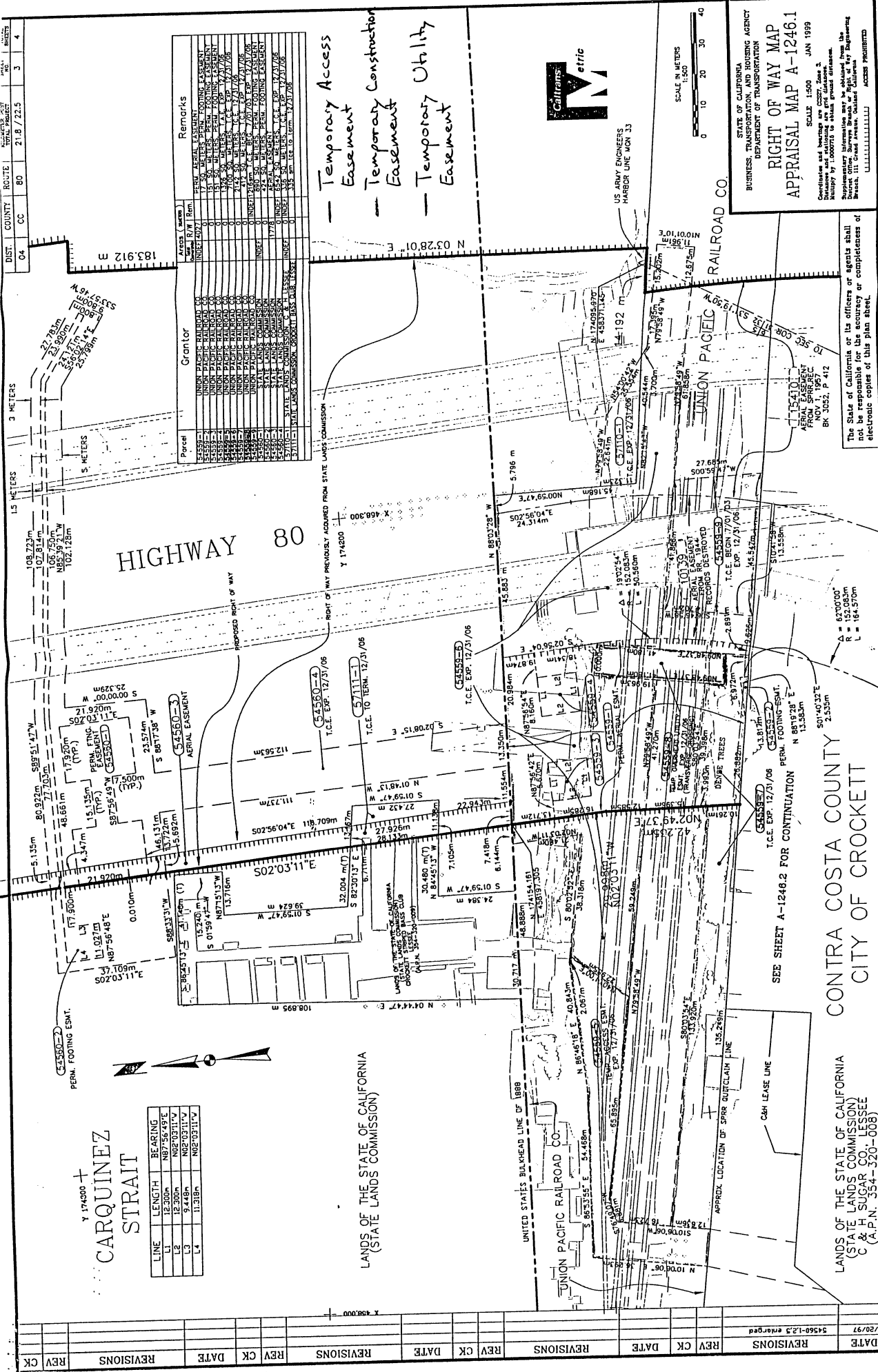
REV	CK	DATE	REVISIONS	REV	CK	DATE	REVISIONS	DIST.	COUNTY	ROUTE	PROJECT	SHEET
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CARQUINEZ STRAIT

LINE	LENGTH	BEARING
L1	12.30m	N87°56'49"E
L2	12.30m	N02°02'11"W
L3	9.44m	N02°02'11"W
L4	11.31m	N02°02'11"W

LANDS OF THE STATE OF CALIFORNIA
(STATE LANDS COMMISSION)

LANDS OF THE STATE OF CALIFORNIA
(STATE LANDS COMMISSION)
C & H SUGAR CO. LESSEE
(A.P.N. 354-320-008)



Parcel	Grantor	Remarks
52559-1	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-2	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-3	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-4	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-5	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-6	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-7	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
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52559-98	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-99	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT
52559-100	UNION PACIFIC RAILROAD CO.	NEW AERIAL EASEMENT

- Temporary Access Easement
- Temporary Construction Easement
- Temporary Utility Easement



SCALE IN METERS
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STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION, AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
APPRAISAL MAP A-1246.1
SCALE 1:500 JAN 1999
Contracting and bearing were done by C&H Sugar Co. Lessee. The map was prepared by the State of California Department of Transportation, Bureau of Engineering, Branch III, Great Valley, Oakland, California. The map was prepared by the State of California Department of Transportation, Bureau of Engineering, Branch III, Great Valley, Oakland, California. The map was prepared by the State of California Department of Transportation, Bureau of Engineering, Branch III, Great Valley, Oakland, California.

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

DATE	BY	CHECKED	DATE	BY	CHECKED
11/20/97	5456-12.3 enlarged				

CONTRA COSTA COUNTY
CITY OF CROCKETT

SEE SHEET A-1246.2 FOR CONTINUATION

US ARMY ENGINEERS
HARBOR LINE MON 33

RAILROAD CO.

UNION PACIFIC

RAILROAD CO.

UNION PACIFIC

RAILROAD CO.

UNION PACIFIC

RAILROAD CO.

UNION PACIFIC

RAILROAD CO.